# CONTRACT #15 RFS # 318.66-050

# Department of Finance & Administration

**Bureau of TennCare** 

VENDOR:
Tennessee Behavioral Health,
Inc. (East Grand Region)

# RECEIVED

DEC 0 1 2006





# STATE OF TENNESSEE BUREAU OF TENNCARE 310 Great Circle Road NASHVILLE, TENNESSEE 37243

November 29, 2006

Mr. Jim White, Director Fiscal Review Committee 8<sup>th</sup> Floor, Rachel Jackson Bldg. Nashville, TN 37243

Attention: Leni Chick:

Bureau of TennCare Contracts Submitted for Fiscal Review

Dear Mr. White:

RE:

The Department of Finance and Administration, Bureau of TennCare, is submitting for consideration by the Fiscal Review Committee amendment #6 to the Electronic Data Systems Corporation and EDS Information Service, L.L.C., RFS 318.65-080. This competitively bid contract provides Development, Implementation and Replacement of the TennCare Management Information System (TCMIS). This amendment comprises two major components of service, the extension of the current contract Facility Management of the TCMIS and additional services outside the scope of the original contract. The extension of current Facility Management services comprises 40% of the total amendment expenditures. These services include all of the daily operational components required to provide Medicare/Medicaid and Fee for service health care to the 1.1 million Tennessee residents enrolled in TennCare. In order to maintain these services to TennCare enrollees during the development, procurement and implementation of the required replacement contract for our current facility manager (EDS), we requested the extension of the current contract services in order to prepare for this transition. The remaining 60% of the expenditures include two categories of additional components to the Facility Management contract. The first addresses the federally mandated requirement that all health care providers within the United States posses a unique National Provider Identification (NPI) number. The Code of Federal Regulations requires the implementation of NPI by May 27, 2007. This requires TennCare to modify all systems in order to identify all providers using the NPI. This modification to our systems is funded by 90% Federal Funds Participation. The second component of additional services identifies areas outside the scope of services specifically listed in the original contract. These ancillary components of the amendment indirectly address areas TennCare is responsible for adhering to judicial decrees, as well as improved operational efficiencies.

Additionally, TennCare is submitting for review amendment #1 to QSource Center for Healthcare Quality, RFS 318.65-205, the competitively bid contractor providing External Quality Review of TennCare Managed Care Organizations, Behavioral Health Organization and the Dental Benefits Manager. This amendment provides an additional component of comprehensive quality assurance and quality improvement including elderly and disabled Home and Community Based (HCBS) programs in Tennessee. The elderly and disabled waiver programs include the Statewide HCBS Waiver for the Elderly and Disabled as well as the Program of All-Inclusive Care for the Elderly (PACE) Program. TennCare's Long Term Care Program is mandated by the Centers of Medicaid and Medicare Services (CMS) to provide quality assurance and quality improvement programs. We feel it is in the best interest of the State to rely on an already established contractor to perform these critical oversight functions until a competitively awarded contractor can be identified solely for the elderly and disabled. Funding to support this one year amendment is \$179,820.00.

The following Managed Care Organizations (MCOs) are being amended to provide extension of term as well as funding to support this extension. Additionally, the amendment provides the following modifications to current MCO language: (1) Fraud and Abuse language clarification, incorporating CMS requirements as they relate to enrollee hospice care; (2) In response to request from Fiscal Review, incorporates revisions to requirements of current Conflict of Interest language; (3) clarification of Systems Requests including Disaster Recovery Plan; (4) Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," includes language prohibiting the MCO or any provider from smoking tobacco products within any indoor premises in which services are provided pursuant to individuals under the age of eighteen (18) years; (5) Prohibition of Illegal Immigrants, per the requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of services to the state of Tennessee and (6) revised reimbursement requirements for non-participating emergency providers in accordance with the Deficit Reduction Act.

Volunteer State Health Plan, Inc. (TennCare Select)	RFS 318.66-026	FA-02-14632-16
Volunteer State Health Plan, Inc.	RFS 318.66-028	FA-02-14859-19
Memphis Managed Care Corp (TLC)	RFS 318.66-030	FA-02-14861-02
Unison Health Plan of TN, Inc.	RFS 318.66-017	FA-02-14858-12
Preferred Health Plan	RFS 318.66-032	FA-02-14863-11
John Deere	RFS 318.66-029	FA-02-14860-11
Windsor Health Plan of TN, Inc.	RFS 318.66-033	FA-02-14864-11
(term extension for 3 mos. only)		
UAHC Health Plan of TN, Inc.	RFS 318.66-027	FA-02-14862-12
(term extension for 6 mos. only)		

The following two new competitively awarded Middle Tennessee MCOs are being amended to include the following modifications: (1) Require submission of Fraud and Abuse Compliance Plan for review and approval; (2) Clarification of reimbursement requirements of Hospice benefit package; (3) additional reporting requirements to support utilization activities; (4) clean up language of Deficit Reduction Act (payment requirements for out-of-plan emergency services) to refer to rules for payment terms in accordance with DRA; (5) Clarification of TPL/Subrogation reporting; addition of PCP, MRI, CT, and PET reporting; (6) Strengthen/Broaden language to require notice of any legal action against MCC or parent company; (7) Clarify that State does not have liability for costs beyond administrative fee, including liquidated damages, penalties, etc. (8) added State's language as required by new legislation that prohibits illegal immigrants from performing services of state contracts, and (9) revisions made for consistency throughout the agreement.

United HealthCare Plan of the River	RFS 318.66-051	FA-07-16937-01
Valley, Inc.	DTG 218 66 052	FA-07-16936-01
AMERIGROUP Tennessee, Inc.	RFS 318.66-052	FA-07-10930-01

In addition to the amendments listed above, TennCare is also submitting for review the following Behavioral Health Organization (BHO) amendments that provides the following modifications to BHO language: (1) New reporting requirements for Institutions for Mental Disease (IMD); (2) Additional language reinforcing requirements for EPSDT outreach and responsibility of the BHOs for services delegated to their providers; (3) Add requirement of Fraud and Abuse Compliance Plan for review and approval; (4) Clean up Deficit Reduction Act language to refer to rules for payment terms in accordance with DRA; (5) Revise Conflict of Interest language to be consistent with Middle TN RFP Pro Forma in accordance with agreed upon language with Fiscal Review; (6) Clarification of TPL reporting and IS/Disaster recovery reporting; (7) strengthen language to require notice of any legal action against MCC or parent company; (8) added language mandated by new legislation prohibiting use of illegal immigrants for performance of state contracts; (9) clarify that state has no liability for costs beyond administrative fee,

Mr. Jim White

Page 3

including liquidated damages, penalties, etc.; (10) general housekeeping revisions made for consistency throughout the agreement.

Premier Behavioral Health Systems	RFS 318.66-022	FA-01-14662-17
Of Tennessee, LLC Tennessee Behavioral Health, Inc. Tennessee Behavioral Health, Inc. (East Tennessee Region)	RFS 318.66-023 RFS 318.66-050	FA-01-14661-16 FA-05-16089-07

The Bureau of TennCare would greatly appreciate the consideration and approval of these amendments by the Fiscal Review Committee.

Sincerely,

Scott Pierce

Chief Financial Officer

Cc:

Darin J. Gordon, Deputy Commissioner

Alma Chilton

### REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

			Commissioner of Finance & Administration  Date:								
A REQUEST CAN NOT B	s below indicates specific info E CONSIDERED IF INFORMAT CH OF THE REQUIREMENTS I	ION PROVIDE	nust be individually detailed or add DIS INCOMPLETE, NON-RESPONS AS REQUIRED.	ressed <u>as required</u> . SIVE, OR DOES NOT							
<b>RFS#</b> 318.66-0	50	1									
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SERVICE CAPTION:	Behavioral Health Organiza TennCare/Medicaid Popular		g Medically Necessary Behaviora see East Grand Region	al Services to the							
CONTRACT#	FA-05-16089-00		PROPOSED AMENDMENT#	7							
CONTRACTOR:	Tennessee Behavioral Heal	th, Inc.	DEG	New an area							
CONTRACT START DATE:		07/01/2004		0 1 2006							
CURRENT, LATEST POSSI (including ALL options to extension		06/30/2007		REVIEW							
CURRENT MAXIMUM LIAB	IÚТY;	\$458,166,72	22.00								
LATEST POSSIBLE END D		ENDMENT:	06/30/2007								
TOTAL MAXIMUM COST W (including ALL options to extension		ENT:	\$458,166,722.00								
APPROVAL CRITERIA : (select one)	use of Non-Competit	ive Negotiati	on is in the best interest of the	state							
	only one uniquely qu	ialified servic	e provider able to provide the	service							
ADDITIONAL REQUIRED R	EQUEST DETAILS BELOW	(address ead	sh item immediately following the	requirement text)							
(1) description of the prop	osed additional service and	d amendmen	t effects :								

This amendment provides the following modifications to BHO language: (1) New reporting requirements for Institutions for Mental Disease (IMD) to enable TennCare to improve tracking of out-of-state utilization; (2) Additional language reinforcing requirements for EPSDT outreach and responsibility of the BHOs for services delegated to their providers; (3) Add requirement of Fraud and Abuse Compliance Plan for review and approval; (4) Clean up Deficit Reduction Act language to refer to rules for payment terms in accordance with DRA; (5) Revise Conflict of Interest language to be consistent with Middle TN RFP Pro Forma in accordance with agreed upon language with Fiscal Review; (6) Clarification of TPL reporting and IS/Disaster recovery reporting; (7) strengthen/broaden language to require notice of any legal action agains MCC or parent company; (8) added State's language as provided for by new legislation prohibiting use of illegal immigrants for performance of state contracts; (9) clarify state has no liability for costs beyond administrative fee, including liquidated damages, penalties, etc.; (10) Places responsibility for middle Tennessee adult crisis service telephone number with the contractor in anticipation of multiple mental health contractors in Middle Tennessee in 2007; and (11) general housekeeping revisions made for consistency throughout the agreement.
(2) explanation of need for the proposed amendment :
Update related language to enforce new scopes as well as clarify current language to comply with MCOs.
(3) name and address of the proposed contractor's principal owner(s):  (not required if proposed contractor is a state education institution)
Dr. Russ Petrella, Chief Operating Officer Magellan Behavioral Health 199 Pomeroy Road, 3rd Floor Parsippany, New Jersey 07054
(4) documentation of OIR endorsement of the Non-Competitive procurement request : (required only if the subject service involves information technology)
select one: Documentation Not Applicable to this Request Documentation Attached to this Request
(5) documentation of Department of Personnel endorsement of the Non-Competitive procurement request : (required only if the subject service involves training for state employees)
select one: Documentation Not Applicable to this Request Documentation Attached to this Request
(6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :
This contract for Behavioral Health Services was identified by a competitive Request for Proposal method. This amendment to the exisiting contract will ensure that services to recipients will continue without interruption and that the language will reflect the most recent changes as reflected in item (1) above.
(7) justification of why the F&A Commissioner should approve a Non-Competitive Amendment :
The Bureau of TennCare is currently modifying all of the BHO contracts to provide specific language changes for clarity and compliance with Fiscal Review as well as CMS. These BHO contracts provide necessary Behavioral Health Serivces to the TennCare/Medicaid population and TennCare would greatly appreciate approval of this amendment by the Commissioner of Finance and Administration.
AGENCY HEAD REQUEST SIGNATURE: (must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)  SIGNATURE DATE:

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#### **AMENDMENT NUMBER 7**

#### TO PROVIDER RISK CONTRACT # FA-05-16089

#### BETWEEN

## THE STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES

#### AND

## TENNESSEE BEHAVIORAL HEALTH, INC. IN THE EAST TENNESSEE GRAND REGION

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to clarify and/or amend the Provider Risk Agreement by and between the State of Tennessee Department of Mental Health and Developmental Disabilities, hereinafter referred to as **TDMHDD**, and Tennessee Behavioral Health, Inc. hereinafter referred to as the **Contractor**, as follows:

Titles and numbering of paragraphs used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

1. Section 3.1.12.2.1 shall be amended by adding new text to the end of the existing text so that the amended Section 3.1.12.2.1 shall read as follows:

#### 3.1.12.2.1 Fraud and Abuse Compliance Plan

The CONTRACTOR shall have a written Fraud and Abuse compliance plan. A paper and electronic copy of the plan shall be provided to TENNCARE. The CONTRACTOR's specific internal controls and policies and procedures shall be described in a comprehensive written plan and be maintained on file with the CONTRACTOR and submitted for review to TENNCARE within thirty (30) calendar days of the effective date of this Agreement and annually thereafter. TENNCARE shall provide notice of approval, denial, or modification to the CONTRACTOR within thirty (30) calendar days of receipt. The CONTRACTOR shall make any requested updates or modifications available for review to TENNCARE as requested by TENNCARE and/or the TennCare Program Integrity Unit within thirty (30) calendar days of a

request. The State shall not transfer their law enforcement functions to the CONTRACTOR.

- 2. Section 3.2.4.1 shall be amended by deleting and replacing the fourth sentence so that the amended Section 3.2.4.1 shall read as follows:
  - include provisions The CONTRACTOR's plan shall 3.2.4.1 bv the and payment utilization of aovernina **CONTRACTOR** for emergency medical services received by an enrollee from non-contract providers, regardless of whether such emergency services are rendered within or outside the community service area covered by the plan. Coverage of emergency medical services shall not be subject to prior authorization by the CONTRACTOR and shall be consistent with federal requirements regarding post-stabilization services, including but not limited to, 42 CFR Section 438.114(c)(1)(ii)(A). Utilization of and payments to non-contract providers may. CONTRACTORS option, be limited to the treatment of emergency medical conditions, including post-stabilization care that includes medically necessary services rendered to the enrollee until such time as he/she can be safely transported to an appropriate contract service location. Payment amounts shall be in accordance TENNCARE rules and regulations for emergency out-of-Payment by the CONTRACTOR for plan services. properly documented claims for emergency medical services rendered by a non-contract provider shall be made within thirty (30) calendar days of receipt of a clean claim by the CONTRACTOR.
  - 3. Section 3.10.1.1. Time Tables, shall be amended by adding a due date for Semi-Annual Reports which shall read as follows:

Semi-Annual Reports	January 31 and July 31.	

4. A new Section 3.10.18, IMD Out-of-State Report, shall be added that reads as follows:

#### 3.10.18 IMD Out-of-State Report

The **Contractor** shall report monthly by the 5<sup>th</sup> day of the following month to **TDMHDD** on the use of Institutions for Mental Diseases (IMD) utilized outside of the state of Tennessee. The report shall be in a format prescribed by **TDMHDD**.

- 5. A new Section 3.10.19 shall be added that reads as follows:
  - 3.10.19 Payment for Out-of-Plan Emergency Providers

The CONTRACTOR shall report to TENNCARE the average payment rate paid to out-of-plan emergency providers by January 31 of each calendar year.

6. A new Section 3.10.20 shall be added that reads as follows:

Business Continuity and Disaster Recovery Reports

The CONTRACTOR shall submit a baseline *Business Continuity and Recovery (BC-DR) Plan* for review and approval as specified by TENNCARE. The CONTRACTOR shall communicate proposed modifications to the BC\_DR plan at least fifteen (15) calendar days prior to their proposed incorporation. Such modifications shall be subject to review and approval by TENNCARE.

- 7. A new Section 3.10.21 shall be added that reads as follows:
  - 3.10.21 Cost Avoidance Value Reporting

<u>Cost Avoidance Value Reporting</u>. The CONTRACTOR shall report all claim adjusted amounts due to TPL coverage or Medicare coverage on a frequency and in a format and media described by TENNCARE. The CONTRACTOR shall calculate cost savings in categories described by TENNCARE.

8. A new Section 3.12.7 shall be added that reads as follows:

The CONTRACTOR shall conduct diagnosis and trauma code editing to identify potential subrogation related claims. TENNCARE approved questionnaires or other type TENNCARE approved forms shall be used to gather data and information pertinent to potential subrogation cases. TENNCARE shall determine a threshold amount for which a subrogation case should be pursued. Subrogation cases must be approved in writing by TENNCARE prior to the CONTRACTOR presenting offers or executing settlements.

9. A new Section 3.15.22 shall be added which shall read as follows:

Business Continuity and Disaster Recovery (BC-DR) Plan

- (a) Regardless of the architecture of its Systems, the CONTRACTOR shall develop and be continually ready to invoke a BC-DR plan that is reviewed and prior approved by TENNCARE.
- (b) At a minimum the CONTRACTOR's BC-DR plan shall address the following scenarios: (a) the central computer installation and resident software are destroyed or damaged, (b) System interruption or failure resulting from network, operating hardware, software, or operational errors that compromises the integrity of transactions that are active in a live system at the time of the outage, (c) System interruption or failure resulting from network, operating hardware, software or operational errors that compromises the integrity of data maintained in a live or archival system, and (d) System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the System, i.e., causes unscheduled System unavailability.
- (c) The CONTRACTOR's BC-DR plan shall specify projected recovery times and data loss for mission-critical Systems in the event of a declared disaster.
- (d) The CONTRACTOR shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to TENNCARE that it can restore System functions.
- (e) The CONTRACTOR shall submit a baseline BC-DR plan to TENNCARE and communicate proposed modifications as required in Section 3.10.20.

10. Section 3.13 shall be amended so that the new Section 3.13 shall read as follows:

#### 3.13 Notification of Legal Action Against the Contractor

The Contractor shall give TennCare, the Commissioner of TDMHDD and to the Deputy Commissioner of the TDCI TennCare Oversight Division, immediate notification in writing by Certified Mail of any administrative or legal action or complaint filed regarding any claim in law or equity made against the Contractor or an affiliate of the CONTRACTOR, including but not limited to a parent company; by a provider, Enrollee, subcontractor or any other party, including but not limited to notice of any arbitration proceedings instituted between a provider and the Contractor. Records of persons with serious emotional disturbance or mental illness must be maintained in conformity with Tennessee Code Annotated, §33-3-101.

Records of persons whose confidentiality is protected by 42 CFR Part 2 must be maintained in conformity with that rule or <u>Tennessee Code Annotated</u>, §33-3-103, whichever is more stringent. The **Contractor** shall ensure all tasks related to the provider agreement are performed in accordance with the terms of this CONTRACT.

### 11.A new 4<sup>th</sup> paragraph shall be added to Section 4.7.1 that reads as follows:

The payments specified in Section 4.7 of this Agreement, as amended, shall represent payment in full. TennCare shall not reimburse CONTRACTOR for any costs, liquidated damages and/or penalties incurred by the CONTRACTOR and which result from inactions, including penalties associated actions with CONTRACTOR's failure to timely pay any and all expenses, fees, taxes and other regulatory/ministerial costs associated with the requirements of operating as an HMO in this state. The taxes, fees, expenses, and other regulatory/ministerial costs referenced herein shall include but not be limited to premium taxes associated with any and all obligations required by the Tennessee Health Maintenance Organization Act of 1986 codified at Tennessee Code Annotated § 56-32-201 et seq. or any subsequent amendments thereto and/or the Tennessee Prepaid Limited Health Services Act of 200 codified at Tennessee Code Annotated § 56-51-101 et seg, or any subsequent amendments thereto.

12. A new Section 4.7.8, Crisis Toll Free Number, shall be added that reads as follows:

#### 4.7.8 Crisis Toll Free Number

The Contractor shall operate a statewide toll free number for adult crisis services. The toll free number service shall include the Middle Tennessee Grand Region and the Contractor shall be reimbursed \$25,000 for the period April 1, 2007 through June 30, 2007. In the event the Middle Tennessee Grand Region census increases above 2,300,000 citizens, based on the United States Census Bureau reports, the Contractor shall receive an additional five-percent (5%) payment for each additional 100,000 individuals. In the event the Middle Tennessee Grand Region census decreases below 2,200,000 citizens, based on the United States Census Bureau reports, the Contractor's payment shall be reduced by five-percent (5%) for each reduction of 100,000 individuals.

13. Section 6.5 Conflict of Interest shall be deleted and replaced in its entirety so that the amended Section 6.5 shall read as follows:

#### 6.5 Conflicts of Interest

- 6.5.1 The CONTRACTOR warrants that no part of the total Agreement amount provided herein shall be paid directly, indirectly or through a parent organization, subsidiary or an affiliate organization to any state or federal officer or employee of the State of Tennessee or any immediate family member of a state or federal officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Agreement unless disclosed to the Commissioner, Tennessee Department of Finance and Administration. For purposes of Section 6.13 and its subparts of this contract, "immediate family member" shall mean a spouse or minor child(ren) living in the household.
  - 6.5.1.1 Quarterly, by January 30, April 30, July 30, and October 30 each year, or at other times or intervals as designated by the Deputy Commissioner of the Bureau of TennCare,

disclosure shall be made by the CONTRACTOR to the Deputy Commissioner of the Bureau of TennCare, Department of Finance and Administration in writing. The disclosure shall include, but not be limited to, the following:

- A list of any state or federal officer or employee of the State of Tennessee as well as any immediate family member of a state or federal officer or employee of the State of Tennessee who receives wages or compensation from the CONTRACTOR; and
- A statement of the reason or purpose for the 6.5.1.1.2 wages or compensation. The disclosures shall be made by the CONTRACTOR and reviewed by TENNCARE in accordance with Standard Operating Procedures and the disclosures shall be distributed entities other persons, amonast organizations, the Commissioner, Tennessee Department of Finance and Administration, the Tennessee Ethics Commission, the TennCare Oversight Committee and the Fiscal Review Committee.
- This Agreement may be terminated by TENNCARE and/or 6.5.1.2 the CONTRACTOR may be subject to sanctions, including liquidated damages, under this Agreement if it is determined that the CONTRACTOR, its agents or employees offered or gave gratuities of any kind to any state or federal officials or employees of the State of Tennessee or any immediate family member of a state or federal officer or employee of the State of Tennessee if the offering or giving of said gratuity is in contravention or violation of state or federal law. It is understood by and between the parties that the failure to disclose information as required under Section 6.13 of this Agreement may result in termination of this Agreement and the CONTRACTOR may be subject to sanctions, including liquidated damages in accordance with Section 5.3 of this Agreement. The CONTRACTOR certifies that no member of or delegate of Congress, the United States General Accounting Office, DHHS, CMS, or any other federal agency has or will benefit financially or materially from this Agreement.

- 6.5.2 The CONTRACTOR shall include language in all subcontracts and provider agreements and any and all agreements that result from this Agreement between CONTRACTOR and TENNCARE to ensure that it is maintaining adequate internal controls to detect and prevent conflicts of interest from occurring at all levels of the organization. Said language may make applicable the provisions of Section 6.13 to all subcontracts, provider agreements and all agreements that result from the Agreement between the CONTRACTOR and TENNCARE.
- 14. A new Section 6.23, Prohibition of Illegal Immigrants shall be added that reads as follows:

<u>Prohibition of Illegal Immigrants</u>. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment II, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for

acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- 15. D.1, Provider Enrollment Reporting, shall be amended by adding "TennCare Identification Number" to the list of required fields for the Provider Network File.
- 16. A new Attachment I shall be added that reads as follows:

ATTACHMENT I

#### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:		

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

All of the provisions of the original Agreement not specifically deleted or modified herein shall remain in full force and effect. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective January 1, 2007, or as of the date it is approved by the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services.

IN WITNESS THEREOF, the parties have by their duly authorized representatives set their signature. CONTRACTOR: Russell C. Petrella, Ph.D. DATE President TENNESSEE BEHAVIORAL HEALTH, INC. TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES: Virginia Trotter Betts, MSN, JD, RN, FAAN DATE Commissioner TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION: M. D. Goetz, Jr. DATE Commissioner APPROVED: TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION: M. D. Goetz, Jr. DATE Commissioner COMPTROLLER OF TREASURY: John G. Morgan DATE Comptroller of Treasury

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<b>FY</b> 2	006	\$86,710,754.00 \$81,164,802.		,802.00	_									
						-								
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EY.		<del></del> .				-		-						
Totals: \$254,586,310.00 \$81,164,802.						0						•		
		Ψ2.04,000,		1	.,	_								

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RFS Numb		THE PERSON OF TH	318.66-050	G	Contract Numbers FA-05-16089-01								
State Ager	TOV.	Department of F	on D	Division TennCare									
		en e an teorifiació		and the second fractor deputification (Number 1822) at 1821									
	Ter	nessee Behaviora	al Health, Inc.	X V-	621621636 01								
			Maria di P <mark>s</mark> a	viceiDe	seniption w								
Behavioral	Health Se	rvices to Enrollees	in the TennCare Partner	rs Progra	ım in Tenne	essee Eas	st Grand Re	gion					
5 25 JUNE 1974 AND 198			•					an end Dele					
		(в./СэлцгабиВее) 7/1/2004						/31/2005	() DECLARATE SYSTEM CONTRACTOR OF THE STATE				
i Allain	en Gode	1.44{			**************************************								
100000000000000000000000000000000000000	18.66	133	134		11	D	n STARS						
	S		i Tada ilituas	line.	กอ สารากปักการ เกราะการ	TELLIA (	i Ojingrij	uncing A	i ilotaliGentiae Ameunt : include Attamentments				
2005		\$59,243,280.00	\$108,632,276.00		<u> </u>			Market Programme Control of Contr	\$167,875,556.00				
2006	<del> </del>	\$30,602,400.00	\$56,108,354.00						\$86,710,754.00				
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irota		\$89,845,680.00	\$164,740,630.00	<u></u>		\$0.00		\$0.00	\$254,586,310.00				
(C) FID AVISION	niderijas	93.778 Departmer	nt of Health and Human Serv	vices					answeriis YES; 23444 ((per OMB (A-133) X				
Nemer	Scott P				State of the state of the state of	CHAIN THE SHOW SHOWN	MONINARY PROPERTY AND AND ASSESSMENT	Title of the Control	(par OMB A-135)				
/Aydingss:	729 Chı	ırch Street Nashvi	ille, TN			lsjihe	ribeal Yea	Finding Si	RENEWLENDER				
Phone .	615-532							#IDDAM: Immedical secretarion a sulfaction	FIGURE OF STARSE				
	Produit	ig/AganeyBusig	ntomicer/Signature			<b>操作器制度</b>	然能被我們們們們們們		own value of Edu				
	/-	#A/M	/		<b>建筑地域的</b>			A THE PROPERTY OF STREET STREET, SECOND					
	5/1			AFI ISSNOV AMERIC	Pursuant to	T.C.A., Se Administr	ection 9-6-113 ation, do her	B, I, M. D. Goetz eby certify that	z, Jr., Commissioner of there is a balance in the				
	60VPL	ENTERFORMATURAN Basayon diranga	MENDMENIIS (OTU)) Priot inis Americaen		appropriation	n from whi	ch this obliga	ition is required ations previous	to be paid that is not				
	SANSEL CARROLL TA		THE PERSON NAMED IN THE PE	HONEY									
NAME OF TAXABLE PARTY.		12/31/2005				٠.							
	2005	\$173,421,		5,952.00									
	2006	\$86,710,	754.00				<u>.                                    </u>	<del></del>	, , , , , , , , , , , , , , , , , , , ,				
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	Totals:	\$260,132,	262.00 -\$5,54	5,952.00				: · · · · ·	. •				

CONTRACT SUMMARY SHEET											
RFS Num	A SACRE		<b>建筑。</b> 提供以	Number	FA-	65-16	189-	20			
State Age	ncy: Department of F	inance and Administrat	Division: Bureau of TennCare  Contractor Identification Number								
<b>建筑是建筑</b>	Contra	ictor	24) 27 11, 12 2 2 2	   	ractorera	entincation	Antinet連續隊	<b>的 新加州市</b>			
Tennesse	e Behavioral Health, Inc		V- C-	6216216	36 01	to entires had to have such a entire	de Sweet k (n. Allen sei as de Allendads).	Significant and the property of the second			
和的機構構造成	<b>非常多数的现在分词</b>	操作的學術學學學學			<b>阿斯斯斯</b>	elene in de la la	北海南海州	<b>对是中国的国际</b>			
		rollees in the TennCare									
	Contract B	egin Date		Contract End Date							
07/01/200	)4			12/31/20		Small Small State Company	TOP-12 MINES TO SEE VIN.	Company of the Company of the Company	Significant was provided.		
Allotment	Code Cost Cente	Object Code		nd編編集			Grant Cod	e論論 Subgi	ant Code		
318.66	133	134	11	ક્રિક્ટ માટુ કે દા જોક્ષિ <b>છે</b> કે કુ લાકા જ	X on ST	ARS	物的复数探与测定于工4	al Contract /			
FY.	State Funds	Federal Funds	11 Part 11 Part 11 Part 12 Pa	artmental nds	4 Other	Funding		ing ALL am			
2005	\$61,204,800.00	\$112,216,708.00						\$173,4	21,508.00		
2006	\$30,602,400.00	\$56,108,354.00						\$86,7	10,754.00		
	1				,				,		
						<del> </del>		-			
Total:	\$91,807,200.00	\$168,325,062.00				<u>.</u>		<u></u>	132,262.00		
CFDA#	93.778		<del></del>			STORY CONTRACTOR CONTRACTOR	he box ONL	Seat 18 Section 2 Section 18 Section 2 Constitution of the	eris YES:		
	State Fisca	al Confact					RECIPIENT?		133) ×		
Name:	Dean Daniel	20年3月日期5月1日2日2日2日2日2日2日2日2日2日2日2日2日2日2日2日2日2日2日2	Olimida: Andrews - 1 toma 120	ls the Contractor a VENDOR? (per OMB A 133)							
Address: Phone:	729 Church Street Nashville, TN (615) 532-1362	•		(sthe Fiscal Year Funding STRICTLY LIMITED?							
Proc	<b>化工作的设计的联合的设计的 医克里特氏征 医克里氏征 医克克氏征 医克克氏征 医克克克氏征 医克克氏征 医克氏征 医</b>	Officer Approval Signa	iture	is th	e Contract	or on ST	ARS?				
The stream		<b>网络政策训练</b> 计连续接入时间	THE PROPERTY OF THE PARTY OF TH	isith	e Contract	or's FOF	NW-9-ATTA	CHED?			
1000	ankar	4R 8/6	104	<b>计划数据制度</b>	Hawaii and Albania	HANGE CONTRACTOR	n.W-9 Filed v	2011年1月1日 (1112年1日) 1日 (1112年1日) 1日 1214年1日 1日 (1112年1日)	s?		
	COMPLETE FOR ALL	AMENDMENTS (only)				Fundi	ng Certificati	on - I			
	Base Co	intract & This Ame	endment	Pursuant	to T.C.A., S	ection 9-6	-113, I, M. D. G	oetz, Jr., Com	missioner of		
	Prior Ame	endments ON	H the appro	opriation from	i which thi	hereby certify t	equired to be p	aid that is			
<b>Bagger</b> ENI	DATES		not other	wise encumb	oerea to pa	ay obligations p	reviously incur				
FY:			4.	·				•			
FY:			4								
FY:				NICES	NEC IN	FM3DAHAM		<del></del>			
FY:			OFFICE OF 60MPTROLLER'S OFFICE								
FY:	anguar (his) ng seja milis		2004 AUG 27 AM 10: 29								
	Total:				IAI	io Te	•	•			